

## Selection Criteria

Given your submission meets all our requirements and you have supplied all relevant documentation, you must also meet the following selection criteria:

- The locality of the vendor.
- All previous accounts with Logan City Council must have been settled.
- You will need to fulfil all compliance regulations.
- The vendor should suitably align to the event and meet the expectations of the event patron.
- The size and requirements of the vendor must suit the event site.
- The strength of the vendor's social media following and engagement.
- Product popularity and requests from the general public.
- The level of competition within the product category and similar restaurants near the event site.

## Terms and Conditions

By accepting a placement in Eats & Beats you are agreeing to our Terms and Conditions. Please take the time to read this carefully as rules and regulations are guided by this content.

1. To register for a site at this event you must complete and submit the online expression of interest form.
2. Applying for Eats & Beats does not guarantee acceptance to the event. We cannot accept all applications received, however, we endeavour to rotate applicants regularly to give new vendors an opportunity to attend the event, as well as giving our patrons new food experiences month to month. Previous acceptance does not guarantee you will be accepted to Eats & Beats every month.
3. All sites are unpowered. Should you require power you will need to bring your own generator, equipment and activity materials. Logan City Council will only allocate you a space and **will not** be providing marquees, tables, chairs or equipment as part your stall set up.
4. You will be notified of the outcome of your application within seven business days of application closing date.
5. Site bookings will be confirmed once payment has been received. Payment to be made in accordance to invoice terms.
6. All cancellations of site bookings must be received via email to [events@logan.qld.gov.au](mailto:events@logan.qld.gov.au) no later than 14 days out from the event otherwise you will forfeit your site fee.
7. The applicant agrees to operate their stall for the duration of the event operational times, unless alternative operating hours have been negotiated with the event organiser.
8. All sites are to be erected and functional at least one hour prior to the event operation time as stated on the application form or as confirmed in the site confirmation communications.
9. Dismantling of site may only occur after the event operation time and when the event organiser has deemed it safe to do so. No vendors will be permitted to vacate the site until the end of the event.
10. Vehicle access at the event site will only be permitted outside of the event operating times. For the safety of patrons, contractors and staff, all vehicles must vacate the event site no later than one hour before the event is scheduled to start Any vehicles requiring access to the event site outside of operating times must consult with the event organisers prior and must abide by the event procedures.
11. The allocated site is to be used solely for the purpose specified herein. No sub-letting will be permitted without the written permission of Logan City Council. Gambling and/or disposing of any article by lot or chance is strictly prohibited, unless authorised by event organisers. No unauthorised selling, canvassing, hawking or distribution of printed or other matter will be permitted outside the area contracted.
12. Logan City Council have the power to enter the site and remove any article, sign, picture or printed matter or stop any undue noise created by a site holder, which, in their opinion may cause offence to the public or impede the reputation of Logan City Council and/or the event brand.
13. The site area is to be kept clean and tidy at all times during the event. All food sites operating on the ground provide adequate floor covering to contain any spills that clearly covers the dimensions of the allocated area. Site holders shall leave their allocated area in a clean and tidy state, removing any litter, spills, by-products or equipment from their activities. Should the site be damaged or require further cleaning or removal of waste at the conclusion of the event, this expense will be passed onto the site holder.
14. All electrical leads and equipment must be tagged and tested within 12 months of the event date and must have current tags showing at all times. Any lead that does not have an up to date tag will be removed by the event organisers on the day of operation.
15. Under the Fire Safety Regulation 2008, where a site uses a gas or electrical appliance to cook or heat food, it is required to have a fire extinguisher for that class of fire and where a site uses oils or fats it is required to have a fire blanket. The extinguishers and fire blankets must have an inspection tag attached showing the last test (every six months) and a sign showing the location of the equipment within the site.
16. All leads, hoses or other trip hazards must be suitably covered to prevent any accidents.
17. All marquees must be adequately weighted to ensure no movement, especially during heavy winds. All weights are to be clearly marked and visible to the public to prevent hazards.
18. Warning signs are to be posted on all hazards.

19. Any required protective clothing for the activity must be worn at all times.
20. All emergency entry and exit points must remain unobstructed by vendors and their vehicles at all times.
21. All site holders must be aware of the location of First Aid and all emergency procedures for the event.
22. The onus is on the site holder to notify and report to the event organisers immediately any incidents of loss, damage or injury.
23. It is state regulation that any person, in a paid or voluntary capacity who works with children, requires a Queensland Government Blue Card. Further information can be obtained by visiting [www.bluecard.qld.gov.au](http://www.bluecard.qld.gov.au) or by calling 1800 113 611.
24. Food must only be prepared in accordance with Logan City Council's food standards (<http://www.logan.qld.gov.au/laws-and-permits/business-licensing/licensing-and-approvals>)
25. All equipment brought into the event is the full responsibility of the site holder. This includes signage, marquees, lighting, extension cords, appliances, tables and chairs etc.
26. Smoking at this event is only permitted in the designated smoking areas. Site holders are not permitted to smoke at or near their allocated site.
27. Logan City Council shall not be held liable for the loss or damage to the site holder's property while at any site for any reason whatsoever involving the negligence of Logan City Council or its employees, representatives or agents.
28. Should Logan City Council find it necessary to cancel or postpone the event, vendors will be notified in writing as soon as practical. Logan City Council shall not be liable to the vendor for any compensation whether on the grounds of loss of profits or otherwise in respect of such cancellation. Sites paid in advance will be refunded.
29. Logan City Council reserve the right to cancel this agreement and to retain all monies paid if there is, in the opinion of the Logan City Council, an infringement of any of the foregoing conditions and/or if the site holder does not occupy their space for the agreed upon duration of the event.
30. Logan City Council takes no responsibility for equipment failure at the event or within your site.
31. Eats & Beats is a drug and alcohol free event. Any vendor found bringing these prohibited items onsite will be removed immediately and you will not receive a refund for your site fees or compensation for any operating costs.
32. By submitting this application form, you authorise Logan City Council to use any photography and/or videotaping taken of your site, including images of your products and staff, for any publicity purposes including publications, promotional flyers, news articles, websites, newsletters and magazines.
33. To reduce waste, site holders are asked to minimise the use of single use plastic packaging. Please use recycled and/or recyclable packaging and materials (where appropriate) or consider environmentally friendly alternatives.
34. All decisions on stall allocation made by the Logan City Council event organisers are final and no correspondence will not be entered into in this regard.
35. All site holders and their staff must conduct themselves in a polite and respectful manner when dealing with patrons, staff and other contractors and must not use offensive language or become involved in any incidents that will bring Eats & Beats or Logan City Council into disrepute
36. Site holders must ensure that people working in their stall site follow the terms and conditions outlined in this agreement. Site holders are responsible and liable for the actions of their staff, workers and volunteers.
37. Site holders must not sell or promote any items that have an age restriction. No alcohol, tobacco or other restricted products are to be sold at the events. The event organiser reserves the right to restrict and/or prohibit the sale or promotion of any items.
38. There is no guarantee of volume of sales or public attendance and no refund will be made due to poor sales because of weather or lack of public attendance.
39. Site holders are required at all times to act in a professional manner and be honourable representatives of Eats & Beats on behalf of Logan City Council. Bringing the event into disrepute, negatively influencing the public, customers or fellow stallholders, behaving in a negative way towards the operator or not adhering to instruction given by the event organiser is not acceptable and may result in stallholder removal from the event and banned from future attendance.
40. The Logan City Council events team has the right to determine whether a breach to its terms and conditions has been made. The party responsible for the breach must immediately rectify or cease any unauthorised activity. Non-compliance will lead to immediate suspension and or expulsion from the Eats & Beats and other Logan City Council events. In this case the stallholder will not be entitled to a refund, or any part, of the cost of their stall. No correspondence will be entered into in this regard.